

# EXHIBIT A

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION

TEAM WORLDWIDE CORPORATION,

Plaintiff,

v.

WAL-MART STORES, INC., WAL-MART  
STORES TEXAS, LLC, WAL-MART.COM  
USA LLC, and SAM'S WEST, INC. d/b/a  
SAM'S CLUB,

Defendants.

Case No. 2:17-cv-00235-JRG

**DECLARATION OF STUART MEETHER IN SUPPORT OF THE  
COLEMAN COMPANY, INC.'S MOTION TO INTERVENE**

Pursuant to 28 U.S.C. § 1746, I, Stuart Meether, declare and state as follows:

1. I am more than 18 years of age. I have personal knowledge of the facts set forth in this declaration, and I am competent to testify to such facts if called upon to do so.
2. I submit this declaration in connection with *Team Worldwide Corporation v. Wal-Mart Stores, Inc., et al.*, Case No. 2: 17-cv-00235 (E.D. Tex.) (the "TWW Litigation").
3. I first joined The Coleman Company, Inc. ("Coleman") in 1987. I am currently the Vice President of Research and Development for Newell Brands Inc.'s Outdoor and Recreation Division. Newell Brands Inc. is the parent company of Coleman. I have held my current title since January 1, 2017.
4. Coleman is a Delaware corporation. It is an indirect, wholly owned subsidiary of Newell Brands Inc. ("Newell").
5. Coleman is one of the companies in Newell's Outdoor and Recreation Division.

6. The Outdoor and Recreation Division Headquarters is located at 180 North LaSalle, Suite 700, Chicago, Illinois 60607.

7. Aero Products International, Inc. (“Aero”) was a Florida corporation. It merged into Coleman on March 1, 2011.

8. Prior to its acquisition of Aero, Coleman sold air beds under the “Coleman®” brand. After the acquisition, Coleman sold air beds under both the “Coleman®” brand and the “Aerobed®” brand.

9. I have reviewed the Complaint filed by Team Worldwide Corporation (“TWW”) in the TWW Litigation, and I generally understand that TWW alleges that the named defendants in that case (the “Walmart Defendants”) infringe U.S. Patent Nos. 7,246,394 (“‘394 patent”), 7,346,950 (“‘950 patent”), and 9,211,018 (“‘018 patent”) (collectively the “Asserted Patents”) which relate to “air beds that feature an internally housed pump.”

10. I understand that TWW alleges that Walmart infringes the Asserted Patents by selling certain products, including, specifically, Coleman® and Aerobed® brand air beds incorporating at least pump model numbers R120A, R3111, and HB-511 NB (the Coleman® and Aerobed® brand air beds are referred to as the “Accused Products”).

11. I also generally understand that Coleman seeks to intervene in the TWW Litigation. I have personal knowledge of facts supporting Coleman’s Motion to Intervene (the “Motion to Intervene”). I also have personal knowledge of Coleman’s obligations to defend Walmart in the TWW Litigation with respect to all allegations relating to the Accused Products. I have personal knowledge of Coleman’s operations and the supplier

and purchase order sales agreements entered between Coleman and Walmart for the Accused Products, including the indemnification obligations those agreements created for Coleman.

12. Coleman has no knowledge of or involvement in the design and development of the Intex®-brand air mattresses accused of infringement in the TWW Litigation (*i.e.*, the Intex® branded air mattresses). And, likewise, to my knowledge, neither Intex Recreation Corp. nor Intex Trading Ltd. (collectively, “Intex”) have knowledge of or involvement in the design and development of Coleman’s products. Intex is a direct competitor of Coleman’s. Coleman did not coordinate any sourcing of materials for the Accused Products with Intex and has not entered any joint development agreements or initiatives with Intex.

13. Coleman’s employees design, develop, market and distribute the Accused Products. As part of that work, Coleman employees prepared the design specifications for and coordinated with the manufacturer on the production of the Accused Products. Testing of the Coleman® and Aerobed®-brand Accused Products is conducted by Coleman employees, who also prepare the warnings and instructions for the air beds. Coleman employees develop the customer relationships, execute the sales contracts and supply agreements with retailers, and sell Coleman® and Aerobed® brand inventory to retailers and wholesalers. Coleman is the only entity that markets, sells, and distributes the Accused Products to retailers and wholesalers in the United States.

14. Coleman employees have intimate knowledge of technical details of the Accused Products, the industry standard the Accused Products must meet, and the design and manufacturing processes that produced the Accused Products. Coleman maintains

documents related to the design, development, and manufacture of the Accused Products.

15. Coleman markets, sells, and distributes the Accused Products to the Walmart Defendants and entered indemnification agreements with the Walmart Defendants, whereby Coleman agreed to indemnify the Walmart Defendants against claims of patent infringement.


16. On or around April 26, 2017, which I understand is after TWW initiated the TWW Litigation, the Walmart Defendants requested indemnification from Coleman for the claims asserted by TWW against Coleman® and Aerobed® branded products. Coleman accepted the Walmart Defendants' tender on April 27, 2017.

17. The Walmart Defendants had no role in the design or development of the Accused Products, and have not been given documents, details, or knowledge regarding the Accused Products' product development or manufacturing process apart from assurances from Coleman that the Accused Products meet certain industry safety standards.

18. Coleman sells the Accused Products to various other retailers in the United States and has entered various other, similar indemnification agreements covering the Accused Products.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 3 2017

  
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Signature

Stuart Medther  
\_\_\_\_\_  
Printed Name